WORKERS' COMPENSATION APPEALS BOARD

STATE OF CALIFORNIA

ANDY RONEY CHAVEZ, *Applicant*

vs.

GABRIEL MORALES dba WEST SHORE PROPERTY MAINTENANCE; ELISEO MORALES; S & P SOHO ARTS GROUP, LLC; ZEE SHORE II, LLC, *Defendants*

Adjudication Number: ADJ8698732
Los Angeles District Office

OPINION AND ORDER
DENYING PETITION FOR
RECONSIDERATION

We have considered the allegations of the Petition for Reconsideration and the contents of the report of the workers' compensation administrative law judge (WCJ) with respect thereto. Based on our review of the record, and for the reasons stated in the WCJ's report, which we adopt and incorporate as quoted below, we will deny reconsideration.

We adopt and incorporate the following quote from the WCJ's report:

REPORT AND RECOMMENDATION
ON DEFENDANT'S PETITION FOR RECONSIDERATION

I
INTRODUCTION

Defendant S & P Soho Arts Group LLC, a duly registered limited liability company, has brought a timely, verified and properly served reconsideration petition following "injury AOE/COE" trial in the above case on threshold issues of injury, employment and statute of limitations.

The within case arose from a specific injury taking place in the course of a construction project almost ten years ago. There were five defendants, consisting of 1) the owner of the property where the injury took place (Zee Shore II LLC, hereinafter Zee Shore); 2) the commercial tenant who was also involved in the same construction project (petitioner S & P Soho Arts Group LLC, hereinafter S & P); 3) the unlicensed contractor who originally hired the applicant (Gabriel Morales dba West Shore Property Maintenance, hereinafter Gabriel Morales);

4) another individual named Eliseo Morales with no apparent connection to the claim; 5) the Uninsured Employers Benefits Trust Fund. None of the alleged employers had worker's compensation insurance.

Following three days of trial, I issued findings of fact that the applicant was employed by 1) Gabriel Morales, as direct hirer; 2) landlord Zee Shore as ultimate hirer pursuant to *Blew v. Horner*, 51 CCC 615 and its progeny; 3) tenant/petitioner S & P, also as an ultimate hirer.

As to the statute of limitations claims raised by both landlord Zee Shore and tenant/petitioner S & P, I determined that the statute of limitations defense was valid as to landlord Zee Shore due to their apparent lack of knowledge of the injury before an application was filed against them. By contrast, I found the same statute of limitations defense unmeritorious as to tenant S & P based on S & P's contemporaneous knowledge the accident and a consequent breach of S & P's "Reynolds" duty to apprise the applicant of his workers compensation rights against S & P. (*Reynolds v. WCAB*, 39 CCC 768.)

I found no employment relationship at all on the part of Eliseo Morales who had no demonstrated connection to the claim.

On reconsideration, petitioner and former tenant S & P does not dispute the finding against them on the employment issue. However, they have raised three claims of error regarding the statute of limitations issues.

First, S & P contends that the evidence does not support the conclusion that S & P had knowledge of a compensable injury the same week or same day that the injury occurred, as found by the undersigned trial judge.

Second, S & P contends that the Reynolds tolling doctrine does not apply because the applicant was aware of his right to proceed against S & P and was neither misled nor prejudiced by S & P's failure to notify applicant of his rights against S & P.

Third, S & P contends contrarily that the statute of limitations does not apply and that both S & P and Zee Shore are liable. In support of this contention, petitioner presents a theory that the belated filing of amended applications against both tenant and landlord "relates back" to the timely original application filed against contractor Morales.

II.
FACTS

Procedural History:

As noted above, the injury in question, a significant arm laceration that led to immediate hospitalization, occurred on 10/18/12.

On 11/30/12, prior applicant's attorneys Prussak Welch filed an application for adjudication solely against Gabriel Morales as an uninsured employer.

On 12/1/13, the applicant's current attorney, Dennis Fusi, substituted in in place of the Prussak firm.

On [10/24/14], the Fusi firm filed amended application, again only naming Gabriel Morales as an uninsured defendant. Apparently, this amended application was filed so that Gabriel Morales could be named both as "Gabriel Morales" and as "Gabriel S. Morales."

On 12/12/14, Mr. Fusi filed a petition to join UEBTF based on an assertion that his firm had effected valid substituted service of the application and other documents on Gabriel Morales on 11/8/14, in the course of the process server's fifth visit to Gabriel Morales's residence in Inglewood. The Hon. Christine Nelson at the WCAB Anaheim district office issued an order joining UEBTF on 3/2/15, one of several UEBTF joinder orders that issued in this case. (Venue was subsequently changed to Los Angeles.)

A priority conference took place on 11/25/15 before Judge Gordon with appearances by applicant and UEBTF. Gabriel Morales, who had a spotty attendance record at best, did not appear at this hearing. The hearing went off calendar with a notation, "Jurisdiction is an issue at issue."

On 12/29/15 attorney Fusi filed another amended application, again solely against Gabriel Morales, this time naming him as "Gabriel Morales aka Gabriel S Morales aka Gabriel Morales Zamora An Individual."

On 1/29/16 applicant filed yet another UEBTF joinder petition indicated that Gabriel Morales had been re-served with an amended application that included Morales's multiple names as noted above. This second substituted service took place at Gabriel Morales's same address in Inglewood, after three more visits to the same residence for the purpose of attempting service. Another order joining UEBTF (who was already a party) issued 2/1/16.

An MSC took place 5/24/16, with appearances by applicant, UEBTF and Gabriel Morales. This hearing went off calendar with the inscription of "[Applicant] counsel & OD Legal wish to explore whether there is a need to join another defendant."

On 2/7/17, over four years and three months after the date of injury, Mr. Fusi filed an amended application naming, for the first time, both landlord Zee Shore and tenant S &P as party defendants. Thereafter, both these entities obtained

legal representation who appeared at the trial herein. However, Gabriel Morales was a "no show" at each of the trial proceedings, as was Eliseo Morales.

Because of the COVID-19 pandemic, all trial proceedings were held remotely and all testimony was presented on the Life size video system.

As noted above, on 1/27/22, after three days of trial, findings as discussed above issued on the threshold "injury AOE/COE" issues raised at trial. Petitioner S & P's reconsideration petition followed.

Substantive Facts:

As petitioner confines their arguments to issues regarding the statute of limitations, I have limited this portion of my report to facts that are germane to this defense.

By way of background, I believe the following information is largely uncontested: The applicant was a "general laborer" (as per trial stipulations) hired directly by Gabriel Morales, an unlicensed contractor doing business under the name of "Westshore Property Maintenance." (The name similarity of the building's owner, "Zee Shore II" and the contractor's "Westshore" business caused no end of confusion at trial.) The applicant worked directly for Gabriel Morales and there was no indication that anyone acting on behalf of either the landlord or the tenant ever met the applicant or directed his day-to-day work.

Gabriel Morales's services were obtained by Grover S. Perkins, III, a trial witness, who described himself as the owner of tenant S & P. Mr. Perkins directed a series of renovations to prepare the space he was leasing from landlord Zee Shore, apparently as an art gallery. Property owner Zee Shore's participation in this project was limited. However, Zee Shore, through their real estate agent Bruce Dembo (another trial witness) did oversee and approve the various renovations. Property owner Zee Shore also helped pay for the project through significant rent concessions in excess of $5,000.00.

On the date of injury, the applicant was not working on renovations per se but rather on a distinct project, approved by owner representative Dembo, of replacing a defective water pipe that Gabriel Morales discovered during the renovations and brought to tenant Perkins' attention. Specifically, the applicant was repainting a wall area that had previously been torn up and then repatched in order to remove and replace the defective water pipe. While painting in the area of a glass windowpane, he lost his balance and fell through the window. In doing so, he lacerated his arm badly enough that he was dispatched by paramedics to Cedars Sinai Hospital, where he spent the better part of two days. There is no indication that any employee or representative of either owner Zee Shore or tenant S & P was on the premises on the date of the injury.

According to the Cedars admission summary, the applicant, at 11:33 a.m. on October 18, "was brought in by rescue ambulance and paramedics with tourniquets on both of his upper extremities. They say the estimated blood loss was approximately 300 mL [around 10 ounces] in the field, primarily from his left flexor forearm. He apparently fell and put his arms through glass. He sustained laceration to both arms and had heavy bleeding immediately." (Exh. 1, p. 16.) Cedars records describe the applicant as "pale upon arrival." (Id. at p. 19.) Upon admission, applicant was taken "directly to the operating room" without imaging studies where a left ulnar nerve repair, ligation of the ulnar artery and repair of left forearm flexors was performed. (Id. at p. 22.) The applicant was hospitalized overnight and released the next day at 7:20 p.m. (Id. at p. 13.)

As noted above, the self-identified "owner" of defendant S & P Soho Arts Group, LLC, Grover Perkins III, testified at trial. Mr. Perkins testified that he was not present at the job site on the date of injury. (MOH, 9/15/20, p. 8, lines 13-15.) He also testified, per my summary, that he "learned about the accident when a neighboring tenant phoned the witness. The witness agrees that he then contacted Mr. [Gabriel] Morales at West Shore either that evening or the next morning. Mr. Morales quickly mentioned the accident but did not say it was anything the witness needed to concern himself with." (MOH, 3/30/21, p. 3, lines 3-6.) On [cross-examination], Mr. Perkins acknowledged that he learned of the injury from this neighboring tenant "on the day it occurred." Mr. Perkins also admitted, "he contacted Gabriel Morales later that same day," but did not recall contacting anyone else. (MOH, p. 4, lines 23-25.) Mr. Perkins also stated that "at the time of the injury [he] was given no details about how the accident happened apart from being told that the window was broken." (MOH, p. 6, lines 12-13.)

Mr. Perkins also testified that when he "went back to the facility the next time after learning of the injury, the witness saw no visible evidence of any injury. The allegedly broken window had been replaced. Witness [Perkins] had no knowledge at that time that S & P would be responsible."

Mr. Perkins also stated that when he contacted Gabriel Morales some years later about another construction job, Morales said nothing about the applicant's claim. Mr. Perkins, per his own testimony, first became aware of applicant's workers' compensation claim in February 2017 when he received some paperwork about the claim. At that time, Mr. Perkins had no idea who applicant Andy Chavez was.

As to property owner Zee Shore's contemporaneous knowledge of the injury, I find no mention of this one way or the other in any of the extended direct and cross-examination of Bruce Dembo, owner Zee Shore's self-described "broker" who was involved in the renovation project as noted above. Unlike Mr. Perkins, who acknowledged learning of the "accident" or "injury" from two different

sources on the day it occurred, I have found no evidence in the record that anyone on acting on behalf of property owner Zee Shore II, LLC was aware of the injury prior to the time a claim was filed against them.

III.
DISCUSSION

As discussed above, I found that both property owner Zee Shore and tenant S & P, who worked on the renovation, project in tandem, were employers of the applicant under the "ultimate hirer" rule that specially applies to unlicensed construction contractors. However, I also found that the statute of limitations defense under Labor Code section 5405 was only valid as to owner Zee Shore, as only they were without culpable knowledge of the work injury during the long lapse of time between the injury itself and the filing of WCAB amended applications against them. Petitioner and former tenant S & P now challenges these findings on the statute of limitations issue on several grounds, which I will discuss in sequence.

Did S & P Have Culpable Knowledge of the Injury that Tolled the Statute of Limitations under Reynolds?

First, petitioner asserts there is no tolling of the Labor Code section 5405 statute of limitations against them under the *Reynolds* doctrine because petitioner simply did not possess ongoing knowledge of the injury that would toll the statute of limitations under *Reynolds*. I find no merit to this contention.

In *Matani v. IHSS*, 2021 Cal.Wrk.Comp.P.D. LEXIS 57, the Board panel therein has capably explained the type of knowledge that triggers tolling of the statute as follows:

> "An employer is required to provide a claim form to an employee within one day of notice or knowledge of an alleged work injury. (Lab. Code, § 5401(a).) An employer can receive 'notice or knowledge of an alleged work injury' via service by the injured worker or someone on his/her behalf. (Lab. Code, § 5400.) 'Service' includes, '[k]nowledge of an injury, obtained from any source, on the part of an employer … or knowledge of the assertion of a claim of injury sufficient to afford opportunity to the employer to make an investigation into the facts …' (Lab. Code, § 5402(a).) Thus, the duty of notification arises when the employer has '… actual or constructive knowledge of any work-related injury …' (*California Insurance Guarantee Association v. Workers' Comp. Appeals. Bd. (Carls)* (2008) 163 Cal. App. 4th 853, 863–864, fn. 8 [73 Cal. Comp. Cases 771], quoting *Martin, supra*, 39 Cal. 3d at p. 64, emphasis added in Carls.) The Supreme Court summarized this duty as follows: 'When the employer receives either written notice or

> knowledge of an injury that has caused lost work time or required medical treatment, the employer is to provide the employee, within one working day, with a workers' compensation claim form and notice of potential eligibility for benefits. (§ 5401, subd. (a).)' (*Honeywell v. Workers' Comp. Appeals Bd. (Wagner)* (2005) 35 Cal. 4th 24, 32 [70 Cal. Comp. Cases 97] (*Honeywell*), [emphasis added by the Board panel].)"

In any given case, it is far from unusual that the judge's factual findings and conclusions are based on the best inferences that the judge can draw from the existing evidence rather than "cut and dried" facts in the trial record. The Legislature has long recognized this, and has carefully noted that "All parties and lien claimants shall meet the evidentiary burden of proof on all issues by a preponderance of the evidence in order that all parties are considered equal before the law. '*Preponderance of the evidence' means that evidence that, when weighed with that opposed to it, has more convincing force and the greater probability of truth*." (LC sec. 3202.5, emphasis added."

With regard to the burden of proving tolling of the statute under *Reynolds*, I agree with the same Board panel in *Matani* that "where a claimant asserts exemptions, exceptions, or other matters which will avoid the statute of limitations, the burden is on the claimant to produce evidence sufficient to prove such avoidance." Nevertheless, I believe applicant has amply met their burden of proving culpable employer knowledge on the part of Petitioner S & P as of the date of injury itself.

There is unrebutted evidence that the applicant's injury was a dramatic one, leading to copious blood loss, a visit from a "rescue ambulance," application of double tourniquets and immediate dispatch to the operating room upon admission to Cedars hospital. By Mr. Perkins' own admission, the episode generated at least two phone calls on the date of the injury itself, one from a neighboring tenant who saw fit to bother Mr. Perkins about the matter and one generated by Mr. Perkins himself to contractor Morales based presumably on what Mr. Perkins learned from the neighboring tenant. With all due respect, I believe it borders on preposterous that in the course of these two phone calls Mr. Perkins learned about nothing more than an inconsequential "owie" requiring no treatment beyond first aid, along the lines of a paper cut or stubbed toe.

The exact information disclosed during these two phone calls is not entirely clear from the trial record. However, I believe that I properly applied section 3202.5 in reasonably concluding that the inference carrying the "greater probability of truth" is that Mr. Perkins then learned of an "injury" or "accident," (I am using the words quoted in my summary of his testimony) requiring treatment above and beyond first aid. (See also LC sec. 5401 (a).)

I believe petitioner's other arguments to try defeat the finding of culpable knowledge are unavailing. While the definition of "first aid" set forth in section 5401(a) may in some circumstances include an injury treated by physician, "first aid" is still defined therein as a "minor industrial injury, which [does] not ordinarily require medical care." Petitioner would have us infer that Mr. Perkins, in the course of two phone calls over the incident, only learned of an event such as "minor scratches, cuts, burns, splinters or other minor industrial injury," and somehow learned nothing of copious bleeding, tourniquets or a rescue ambulance visit to the calm climes of Beverly Hills. I submit this scenario does not represent the most reasonable inference to be drawn from an event generating a neighboring tenant's phone call to S & P owner Perkins that then prompted Mr. Perkins' own phone call to the contractor, both on the same day as the accident.

I agree that Mr. Perkins, as an illegally uninsured employer, may not fall strictly within the definition of "claims administrator." (8 CCR 9811(a).) However, it is still clear to me, pursuant to the *Matani* decision quoted above, as well as other abundant authority such as Labor Code section 5402(a), that S & P was under the same duty of investigation as a legitimate claims administrator. I hardly think the Legislature intended to incentivize workers' compensation scofflaws by rewarding them with a relaxed or nonexistent duty to investigate a suspected injury.

I also respectfully dispute petitioner's assertion that, per Mr. Perkins' testimony, petitioner was told that "nothing more than a minor event had occurred." In fact, as per the summary quoted above, Mr. Perkins stated that he was "given no details about how the accident happened apart from being told that the window was broken." While, per Mr. Perkins testimony, Mr. Morales "did not say [the accident] was anything the witness needed to concern himself with," I interpret this as meaning that Gabriel Morales simply assured Mr. Perkins that Morales would handle the matter, and not that the whole event was so minor that it required nobody's concern.

To sum up, I believe the existing evidence is clearly sufficient to, at a minimum, have placed S & P under a duty to further investigate the information presented to this entity in the course of two phone calls, thus triggering the employer's notice obligations under *Reynolds*. To hold otherwise, in my view, would be tantamount to setting a double standard for uninsured employers who, as here, are pleading ignorance of the laws affecting unlicensed and uninsured construction projects.

Is Reynolds Inapplicable Because the Applicant was Already Aware of His Right to Proceed against S & P?

Yet another argument in opposition to *Reynolds* tolling of the statute is that applicant was not prejudiced thereby as he was already aware of his right to

proceed against petitioner S & P. Petitioner bases this argument largely on an assertion that applicant's attorneys were aware of the special provisions of the Labor Code section 2750.5 and Business and Professions Code section 7000 et. seq allowing for such "ultimate hirer" claims, and that therefore the applicant himself was also aware of these provisions. I believe there are several problems with this argument.

First, in 2008 the Court of Appeal squarely rejected this notion of "imputed knowledge" of applicant through his or her attorney in *CIGA v. WCAB (Carls)*, 73 CCC 771, in which the court stated, "Petitioner's argument assumes that Carls knew what his attorney knew or should have known. As a general rule, an attorney's knowledge is imputed to his client. . . . However, knowledge is not imputed where actual knowledge is required. . . . [where notice to a party is [required], notice to the party's lawyer does not impart actual knowledge]. In *Kaiser v. WCAB*, 50 CCC 411], the Supreme Court held that where an employer failed to provide the statutorily required notice, the statute of limitations was tolled until the employer demonstrated the employee had 'actual knowledge' of his right to bring a claim." (*Carls, supra* at pp 778-779, some citations omitted, see also, e.g., *Wilson v. Orange County Fire Authority*, 2019 Cal.Wrk.Comp.P.D. LEXIS 421; *Mosrie v. Church of Chimes*, 2018 Cal.Wrk.Comp.P.D. LEXIS 602.)

While petitioner seemingly asserts that the Court of Appeal backtracked on the Carls case two years later in rejecting writ review in *Zenith v. WCAB, (Yanos)*, 75 CCC 1303, I do not agree with this interpretation of the CCC editor's summary of the *Yanos* case. The CCC summary states several times that the applicant first learned of her right to file a cumulative trauma case after meeting with her attorney around a month before she filed her CT claim. I assume from this that the applicant learned directly from her attorney about her CT rights, not that knowledge of these rights was imputed to the applicant from the fact that she sat in the same office as her lawyer. The record in the present case does not support any such transmission of information.

Even if we accept petitioner's long-rejected "imputed knowledge" theory, it is far from clear that counsel was aware of a remedy against Mr. Morales's hirers where, as recently as an MSC on 5/24/16, the minutes of hearing show that applicant's counsel and UEBTF were only then "explor[ing] whether there is a need to join another defendant." This hearing took place less than a year before the filing of an amended application against petitioner on 2/7/17.

To sum up, I do not believe that petitioner has met their "affirmative burden to establish either written notice was given to the employee or the employee had, in fact, actual notice of his workers' compensation rights" against petitioner S & P. (*Carls, supra*, 73 CCC at p. 776.)

Is, Contrarily, The Statute of Limitations Inapplicable to Both Property Owner Zee Shore and to Tenant S&P on a "Relating Back" Theory?

Finally, petitioner makes the interesting contrary assertion that the statute of limitations defense does not apply either to petitioner or to codefendant building owner Zee Shore, for the reason that any amended application to join a new defendant relates back to the original application, thus making the amended application timely even as to the new defendants.

I agree that petitioner S & P has standing to raise this sort of argument, as their own fortunes are arguably affected if another defendant is liable in the same manner as they are. However, I do not agree that the legal authorities petitioner cited by petitioner support this formulation of the law. Moreover, I do not believe this type of rule, if in fact it existed, would be good policy, nor would it accomplish substantial justice in this case.

At least in civil matters, "The general rule is that an amended complaint that adds a new defendant does not relate back to the date of filing the original complaint and the statute of limitations is applied as of the date the amended complaint is filed, not the date the original complaint is filed. . . . .A recognized exception to the general rule is the substitution under [CCP] section 474 of a new defendant for a fictitious Doe defendant named in the original complaint as to whom a cause of action was stated in the original complaint." (*Woo v. Superior Court*, 75 Cal.App. 4th 169.) As the *Woo* court notes, various other requirements also apply to this statutory provision applicable in civil cases.

The original 2012 application in the present case names no "Doe" defendants, nor does our system of pleading allow for this. (See *McGee Street Productions v. WCAB*, 68 CCC 708, 714.)

It is not clear if petitioner proposes that this judge should graft the civil statutory "relation back" doctrine onto the present case. However, workers' compensation in California is a plenary system. A judicially created graft of a statutory procedure used in a different court system would, in my view, simply constitute judicial legislation raising separation of powers concerns.

Taking petitioner's contention at face value, the statute of limitations simply disappears once a timely application is filed against any party, and any new party may be joined at will, with or without good cause for the delay, at any date in the future.

While petitioner has cited two WCAB cases that do refer to a "relation back" theory, I do not consider either of these to be applicable to the circumstances of the present case.

National Union Fire Insurance v. WCAB (De La Rosa), 73 CCC 1722 is a nonbinding "writ denied" case in which, per the CCC editor's summary, the aggrieved defendant "failed to raise the statute of limitations defense in the pretrial conference and/or on the day of trial," after which the trial judge found that "raising it in the post-trial brief was too late and that it was, therefore, deemed waived." Accordingly, since the statute of limitations defense could have been rejected on this basis alone, I consider any holding in this non-binding case to be dicta.

Bassett-McGregor v. WCAB, 53 CCC 502, does not, as here, deal with an issue of adding new defendants years after the original claim was filed as a "Doe" party by analogy to Civil Code section 474. Rather deals with an unusual circumstance in which the applicant filed a specific claim for heart injury against defendant Madera Newspapers on a specific date. However, after receiving some subsequent medical reports, her attorney changed the theory to cumulative trauma injury and filed a new CT claim more than a year after filing the specific injury claim. *Both claims were filed against the same defendant* and, per the court, "the disability arose from the same set of facts." In allowing the new CT claim to be prosecuted, the Court of Appeal stated, "Our holding that an amendment substituting a claim for cumulative rather than specific injury does not constitute a new and different cause of action is limited to circumstances such as these in which the disability is the same and the injury arose from the same set of facts, and is consistent with the guiding principle that claims should be adjudicated on substance rather than formality of statement."

In the present matter, while the applicant's injury is the same, entirely new defendants were brought in years after the original injury based on an entirely different theory of "ultimate hirer" liability. Bringing new defendants in years later, particularly those with no notice of the original injury, presents all of the ills discussed in the *Bassett-Mcgregor* case itself, in which the court stated, "The purpose of any limitations statute is to require 'diligent prosecution of known claims thereby providing necessary finality and predictability in legal affairs, and ensuring that claims will be resolved while the evidence bearing on the issues is reasonably available and fresh [,]. . . . to protect the employer against claims too old to be successfully investigated and defended . . . [and] . . . to afford protection against false claims or those based upon remote and unsatisfactory speculation as to the cause of a disability . . . .)" (*Bassett Mcgregor, supra*, citations omitted.) None of these beneficent purposes are served by allowing willy nilly joinder of new parties anytime, anywhere as petitioner seems to suggest.

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IV
RECOMMENDATION

> The undersigned WCJ recommends that defendant S & P Soho Arts LLC's reconsideration petition be denied.
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> (Report, emphasis in original.)

We have given the WCJ's credibility determinations great weight because the WCJ had the opportunity to observe the demeanor of the witnesses. (*Garza v. Workmen's Comp. Appeals Bd*. (1970) 3 Cal.3d 312, 318-319 [35 Cal.Comp.Cases 500].) Furthermore, we conclude there is no evidence of considerable substantiality that would warrant rejecting the WCJ's credibility determinations. (*Id*.)

For the foregoing reasons,

IT IS ORDERED that the Petition for Reconsideration is **DENIED**.

WORKERS' COMPENSATION APPEALS BOARD

/s/ MARGUERITE SWEENEY, COMMISSIONER

I CONCUR,

/s/ CRAIG SNELLINGS, COMMISSIONER

/s/ KATHERINE A. ZALEWSKI, CHAIR

DATED AND FILED AT SAN FRANCISCO, CALIFORNIA

April 19, 2022

SERVICE MADE ON THE ABOVE DATE ON THE PERSONS LISTED BELOW AT THEIR ADDRESSES SHOWN ON THE CURRENT OFFICIAL ADDRESS RECORD.

ANDY RONEY CHAVEZ
LAW OFFICES OF DENNIS R. FUSI & ASSOCIATES
GREENUP, HARTSTON & ROSENFELD, LLP
LAW OFFICES OF RICHARD M. LADEN
OFFICE OF THE DIRECTOR, LEGAL UNIT

PAG/ara

I certify that I affixed the official seal of the Workers' Compensation Appeals Board to this original decision on this date. *abs*